

LICENSE AGREEMENT

This License Agreement along with the attached Order Form ("Agreement") is made effective this 28th day of June, 2002 ("License Effective Date") by and between Indiana Supreme Court, Division of State Court Administration ("Client"), 115 West Washington Street, Suite 1080, Indianapolis, Indiana, 46204 and Computer Associates International, Inc. ("CA"), One Computer Associates Plaza, Islandia, New York 11479.

1. DEFINITIONS

a. "Client Confidential Information" means any information, written or oral, disclosed to CA or known by CA as a consequence of or through the services performed by CA in accordance with this Agreement, including, products under development, purchasing, accounting, Client requirements, and the documentation thereof, including information supplied to CA from outside sources for the purpose of performing the services, with the following exceptions: (1) information which CA can demonstrate in writing was known by CA prior to being disclosed by Client to CA; (2) information ascertainable or obtainable from public or published sources; (3) information received by CA from a third party who is not employed by or affiliated with Client and is not under an obligation to Client to maintain such information in confidence; (4) information which is or becomes known to the public generally other than by a breach of this Agreement by CA; (5) this Agreement and information specifically pertaining to this Agreement including pricing and scheduling, as well as responses given to the Public Notice of Contracting Opportunities issued by the Client on December 23, 2001; and (6) information which is otherwise required by law to be disclosed

b. "CA Confidential Information" means any information, written or oral, disclosed to Client by CA related to CA's business, including, but not limited to, information related to CA's existing case management system, prior to configuration under this Agreement, Licensed Software (as defined herein) including the terms of this Agreement, products under development, manufacturing, purchasing, accounting, and the documentation thereof, including information supplied to Client from outside sources for the purpose of performing the services under this Agreement, with the following exceptions: (1) information which Client can demonstrate in writing was known by Client prior to being disclosed by CA to Client; (2) information ascertainable or obtainable from public or published sources; (3) information received by Client from a third party who is not employed by or affiliated with CA and is not under an obligation to CA to maintain such information in confidence; (4) information which is or becomes known to the public generally other than by a breach of this Agreement by Client; (5) this Agreement and information specifically pertaining to this Agreement including pricing and scheduling, as well as responses given to the Public Notice of Contracting Opportunities issued by the Client on December 23, 2001; and (6) information which is otherwise required by law to be disclosed.

c. "Initial Term" means the term of this Agreement which commences on the Effective Date and, unless sooner terminated by the terms of this Agreement, continues for a period of three (3) years.

d. "Licensed Software" means any tools, software code (object or source), processes, methodologies, documentation, materials, and other information or intellectual property described in and licensed under a License Agreement.

e. "Official Business of the Indiana Justice Community" means all activities of any person, group, organization or agency of the Judicial Branch of Indiana (including clerks of court) and any activity of any person, group, organization or agency of Indiana state or local government involving access to records, information, dockets or other transactions of the Judicial Branch.

2. LICENSE GRANTS

a. CA hereby grants to Client a non-exclusive license to possess and use (load, transmit, execute, store, perform and display) the Licensed Software described in Schedule 1 attached hereto. Client may use such Licensed Software (a) only with the designated CPUs of Client and at the Client site set forth on Schedule 1 for Official Business of the Indiana Justice Community, (b) for an initial term of three (3) years from the License Effective Date ("Initial License Term"), and (c) subject to the MIPS limitation as set forth on Schedule 1 ("Licensed MIPS Capacity"). Notwithstanding anything contained herein to the contrary, any increase in the Licensed MIPS Capacity shall be subject to paragraph 6 and 7 hereof. CA hereby grants to Client a non-exclusive license to use, reproduce, and modify the documentation described in Schedule 1 as part of the Licensed Software and to distribute copies of such documentation and modifications. After the Initial License Term, Client may renew this license for one (1) year periods (individually "Renewal License Term" and collectively "Renewal License Terms") upon payment of the annual license renewal fees as set forth in Section 6 hereof, subject to adjustment for any increase in the Licensed MIPS Capacity.

b. Subject to the terms of this Agreement, CA hereby grants to Client a non-exclusive, perpetual license to possess and use (load, transmit, execute, store, perform and display), without any additional requirement for payment of any additional license fees and without any requirement for renewal, the Licensed Software described in Schedule 2 attached hereto subject to the authorized use limitations set forth on Schedule 2 for Official Business of the Indiana Justice Community, ("Schedule 2 Authorized Use"). Use of the Licensed Software described in Schedule 2 in excess of the Schedule 2 Authorized use shall be subject to payment of CA's applicable fees.

c. CA hereby grants to Client a non-exclusive, perpetual, and paid-up license, without any requirement for renewal, to possess and use (load, transmit, execute, store, perform and display) the Licensed Software described in Schedule 3 attached hereto in object code (machine readable form) anywhere in the State of Indiana and for any use whatsoever. CA hereby grants to Client a non-exclusive,

perpetual, paid-up license, without any requirement for renewal, to possess and use (load, transmit, execute, store, and display) source code (human readable form) for the Licensed Software described in Schedule 3 attached hereto for any use whatsoever in the State of Indiana. CA hereby further grants to Client a non-exclusive, perpetual, and paid-up license to reproduce the object code and source code of the Licensed Software described in Schedule 3 attached hereto, to modify the object code and source code of such Licensed Software, and to possess and use (load, transmit, execute, store, perform and display) such modified Licensed Software for any use whatsoever in the State of Indiana.

d. Client may provide operation of the Licensed Software by a third party facility manager, service bureau or outsourcer solely for the processing of Client's data for Client's exclusive benefit upon prior written notification to CA of the proposed transaction, identification of the proposed third party and the particular Licensed Software and execution by Client and the proposed third party of the applicable documentation relating to such transactions as has been mutually established by CA and such third party for such purposes or, if no such documentation has been established, the Facilities Management Supplemental Agreement, in the form attached as Schedule 5, which CA will promptly execute and for which CA shall not unreasonably withhold consent. In any event, all payment obligations hereunder shall remain in full force and effect.

e. Client is permitted for the sole purpose of disaster recovery to install one copy of all Licensed Software on a server dedicated to disaster recovery with no additional license or maintenance fees. The use of the Licensed Software for purposes of disaster recovery testing shall be limited to one week in any three month period. Client agrees to furnish further documentation with respect to its disaster recovery plan and procedures as CA may request from time to time.

f. Subject to the terms of this Agreement, CA hereby grants to Client a non-exclusive, perpetual license, to possess and use (load, transmit, execute, store, perform and display), without payment of any additional fees or any requirement for renewal, the documentation that is part of the Licensed Software described in Schedules 2 and 3 attached hereto, to reproduce unlimited copies of the documentation, to distribute such copies of such documentation, to modify such documentation, and to reproduce and distribute such copies of such modified documentation. Client shall be entitled to new releases of the documentation so long as Client is active on maintenance.

3. TITLE TO LICENSED SOFTWARE

Title to the Licensed Software, including the documentation, described in Schedules 1, 2, and 3 attached hereto, and to all intellectual property rights, including, without limitation, patent, trademark, copyright, and trade secret rights in and to the Licensed Software are and shall remain in CA.

4. OWNERSHIP OF MODIFICATIONS

Client shall own all rights, title and interests in and to all modifications to the Licensed Software described in Schedules 1, 2 and 3 attached hereto which are made by Client pursuant to the licenses granted in Section 2 hereof. Any user modifications as defined herein shall be subject to the terms and usage scope of this Agreement. However, with respect to the Licensed Software in Schedules 1 and 2, ownership of all technology know-how, techniques, software, code (object and source), and other materials that exist prior to the Effective Date shall remain in CA.

5. MAINTENANCE SERVICES

CA shall provide maintenance services for the Licensed Software described in Schedules 1, 2, and 3 attached hereto for the Initial License Term in accordance with the Maintenance Support Levels attached hereto as Schedule 4. Following the Initial License Term, Client may, at its option, renew the Maintenance Agreement annually upon payment of the annual maintenance fee set forth in Section 6(c) for the first and second Renewal License Term and an annual maintenance fee agreed upon by CA and Client subject to Section 6(d) thereafter. Notwithstanding the foregoing, with regards to the Licensed Software in Schedule 1, if the parties do not agree in writing upon such payment terms prior to the expiration of the then current term, (a) the then prevailing Licensed MIPS Capacity shall be frozen without Client having the right to exceed the same, (b) Client shall pay the annual usage and maintenance fee for the Licensed Software based upon CA's then prevailing published fee schedule for software licensed per CPU at each distinct Client Site, and (c) Client may not use the Licensed Software thereafter to process data for any additional entities. In the event that Client elects not to renew maintenance on the Licensed Software after the Initial Term, Client agrees to notify CA in writing no later than thirty (30) days prior to expiration of the Initial Term or any Renewal License Term.

6. FEES

a. For the Initial License Term and the maintenance services described in Section 5, Client shall pay to CA a total fee of Two Million Seven Hundred Sixty-Two Thousand Eight Hundred Twenty (\$2,762,820) dollars in six (6) equal installments according to the following schedule:

(1) Installment one in the amount of Four Hundred Sixty Thousand Four Hundred Seventy (\$460,470) dollars will be due on the License Effective Date, June 28, 2002;

(2) Installment two in the amount of Four Hundred Sixty Thousand Four Hundred Seventy (\$460,470) dollars will be due on the six month anniversary of the License Effective Date, December 28, 2002;

(3) Installment three in the amount of Four Hundred Sixty Thousand Four Hundred Seventy (\$460,470) dollars will be due on the twelve month anniversary of the License Effective Date, June 28, 2003;

(4) Installment four in the amount of Four Hundred Sixty Thousand Four Hundred Seventy (\$460,470) dollars will be due on the eighteen month anniversary of the License Effective Date, December 28, 2003;

(5) Installment five in the amount of Four Hundred Sixty Thousand Four Hundred Seventy (\$460,470) dollars will be due on the twenty four month anniversary of the License Effective Date, June 28, 2004; and

(6) Installment six in the amount of Four Hundred Sixty Thousand Four Hundred Seventy (\$460,470) dollars will be due on the thirty month anniversary of the License Effective Date, December 28, 2004.

b. Following the Initial License Term for the Licensed Software described in Schedules 2 and 3 attached hereto, no additional fees shall be due from Client for the continuation of such licenses and CA shall have no obligation to provide maintenance and support of the Licensed Software. However, if Client chooses to continue maintenance, Client shall pay for such maintenance as described below.

c. For the first and second annual Renewal License Terms, beginning June 28, 2005 and June 28, 2006 respectively and the maintenance services described in Section 5, the annual total fee for the license and maintenance services for the Licensed Software described in Schedule 1 attached hereto and the maintenance services for the License Software described in Schedules 1, 2 and 3 shall be Five Hundred Five Thousand Nine Hundred Seventy-Two (\$505,972) dollars, which amount will be due upon receipt by Client of an invoice from CA.

d. After the Initial License Term and the first two (2) Renewal License Terms, Client may elect annually, at its option, to continue the licenses and maintenance services for the Licensed Software described in Schedule 1 attached hereto and/or the maintenance services for the Licensed Software described in Schedules 2 and 3 attached hereto for additional periods of one (1) year each by providing CA written notice of its election to continue such licenses and maintenance services. The fees for continuing such licenses and maintenance services shall be mutually agreed to by Client and CA but in no event shall such fees be more than the least of:

(1) CA's then prevailing lowest published fees for the licenses for the Licensed Software described in Schedule 1 attached hereto and CA's then prevailing lowest published fees for maintenance services for such Licensed Software and the Licensed Software described in Schedules 2 and 3 attached hereto based upon the Client's then current server environment; or

(2) The fees for software licensing, maintenance services, and increases thereto prescribed by the U.S. Government in the General Services Administration guidelines, rules, and regulations for government contracts, based upon the Client's then current server environment; or

(3) Notwithstanding the provisions of Section 6(d), with respect to the Licensed Software listed in Schedule 1, CA's one-time supplemental license fee shall not exceed One Thousand Four Hundred Forty (\$1440) dollars for each additional MIPS plus an annual usage and maintenance fee not to exceed Two Hundred Sixteen (\$216) dollars for each additional MIPS.

e. Under no circumstances shall the maintenance fees be increased on any individual product or a combination of products by more than 10% in any given year over the maintenance fees charged on equivalent usage of the individual product or combination of products in the immediately previous year

7. BASE FOR FUTURE FEE CALCULATION

a. The information provided in the audit report submitted by Client under Section 9 will provide the base for calculating the fees of Licensed Software set forth in Schedule 1 and subject to the fees in Section 6(d). The fees set forth in Sections 6(a), (b), and (c) shall continue to apply regardless of the information provided in the audit report.

b. In the event Client increases the MIPS Capacity to a size greater than that identified in the audit report, Client shall notify CA of such increase and pay to CA a supplemental fee for the licenses and maintenance services for the Licensed Software described in Schedule 1 in accordance with the CA fee schedule permitted under Section 6(d)(1) and (2), and the increase in MIPS capacity shall form the base for future fees under Section 6(d).

c. Any supplemental fees for the licenses and maintenance services may be billed upon Client giving CA notice of its actual increase in the MIPS capacity of any server operating Licensed Software for which Client pays maintenance or license fees. Such fees shall be paid within forty-five (45) days of receipt of invoice by Client. Any increase in maintenance fees shall be prorated for the year of the increase.

8. MIPS CAPACITY CALCULATION

MIPS Capacity will be calculated by reference to CA's published schedules of the MIPS capacity of processors. In the event that any particular processor is not accounted for on CA's schedule, the manufacturer's published specifications of MIPS capacity shall control. With respect only to the IBM 9672 E Series of processors, the MSU standard (expressed in millions of service units) shall be multiplied by a factor of 5.4 to yield the corresponding MIPS Capacity.

“MIPS Capacity” shall mean the aggregate computing power (expressed in millions of instructions per second and rounded to the next even multiple of (10) of all mainframe computers located at the Client Site executing the Licensed Software in Schedule 1. Notwithstanding the above, if any computer within a Parallel Sysplex or MSF, VSF or similar environment is accessing, using, or executing Licensed Software on Schedule 1, all computers within such Parallel Sysplex or MSF, VSF or similar environment will be counted towards the MIPS Capacity for such Licensed Software.

9. ANNUAL REPORTS; AUDIT

On or before March 1 of each year during the term hereof, Client shall at the written request of CA report to CA in writing, to the best of Client’s knowledge, the MIPS Capacity of all locations in which Client is utilizing Licensed Software contained on Schedule 1 as of the preceding February 1, listing each server operating Licensed Software located at, such Client location by manufacturer, model, operating system, location and (except for micro processors) the serial number thereof, CA shall hereupon review such report and advise Client of any applicable supplemental license fee and annual maintenance fee due. The parties agree that in order to verify the accuracy of Client’s report, Client will, at CA’s request upon reasonable notice, grant CA access to Client locations, and Client shall provide any further information as CA may reasonably require.

10. EXPORT CONTROL

Client shall observe all relevant import and export laws and regulations, including but not limited to the regulations of the Office of Export Administration of the United States Department of Commerce.

11. TERMINATION OF LICENSES

a. At any time after the Initial License Term and the term of the maintenance services set forth in Section 5, Client may terminate any one or more of the licenses set forth in Section 2, the maintenance services set forth in Section 5, or this License Agreement in its entirety, including maintenance services, upon providing CA sixty (60) days prior written notice.

b. Within thirty (30) days after Client terminates any one or more of the licenses in this License Agreement or terminates this License Agreement in its entirety, Client shall deliver to CA all copies of the Licensed Software described in Schedules 1, 2, and 3 for which the license was terminated.

12. DELIVERY

CA shall ship all Licensed Software described in Schedules 1, 2, and 3 attached hereto to Client within three (3) business days of the License Effective Date.

13. ENHANCEMENTS, UPDATES, AND TELEPHONE SUPPORT

During the three (3) year period from the License Effective Date and for as long as Client renews the maintenance services in accordance with Section 5 hereof, then CA shall have the following obligations:

a. So long as Client is active on maintenance of the Licensed Software, CA shall notify Client of and provide Client with any error corrections, modifications, and new versions ("Updates") for the Licensed Software described in Schedules 1, 2, and 3 attached hereto at no additional charge to Client when each such Update is developed or released. All such Updates shall automatically become a part of the Licensed Software described in Schedules 1, 2, and 3 attached hereto and shall be added to the licenses set forth in Section 2 hereof for use by Client during the term of each such license as provided in Section 2 hereof.

b. So long as Client is active on maintenance of the Licensed Software, CA shall provide telephone support and assistance twenty-four (24) hours per day and 365 days per year related to the use and operation of the Licensed Software described in Schedules 1, 2, and 3 attached hereto, and all Enhancements and Updates developed and released by CA at no additional charge to Client.

14. NEW PRODUCT SOFTWARE

In the event CA develops a new generation or variation of any Licensed Software hereunder (a "New Product") during the Initial Term hereof, whether such New Product is intended for use with an Operating System not yet developed or with a new release of an Operating System specified in the License then, upon CA's receipt of Client's written request and without additional charge, such New Product shall be added to this license for use by Client as provided herein during the Initial Term at no additional cost to Client, even if CA then determines to charge a separate license fee for the New Product to CA's other Clients.

15. TOTAL CLIENT CARE (TCC) AND ESUPPORT PROGRAMS

During the three (3) year period from the License Effective Date and for as long as Client renews the maintenance services in accordance with Section 5 hereof, CA shall provide Client with all services and support under CA's TCC and eSupport Programs.

16. SOURCE CODE ESCROW

a. CA represents that it has deposited a copy of the source code of the Licensed Software with Mendelsohn, Kary, Bell & Natoli, 1633 Broadway, New York, NY 10019. Such source code deposit will be updated by CA with each new release of the Licensed Software. Such copies of the source code will be held in escrow and in the

event of a final adjudication of CA as bankrupt, Client will upon payment of the duplication cost and other handling charges of the escrow agent, be entitled to obtain a copy of such source code from the escrow agent. The escrow agent's only responsibility will be to use its good faith efforts to cause a copy of the source code, in the form as delivered by CA to be delivered to Client at the appropriate time. At Client's requests from time to time during the term hereof, CA shall cause the Escrow Agent to deliver to Client its letter acknowledging that it has received a copy of the foregoing provisions, confirming that it continues to hold source code for the Licensed Software hereunder and agreeing that such letter, a copy of which is attached hereto as Schedule 6 shall constitute an agreement supplemental hereto and that Client shall be entitled to enforce its rights hereunder as if Client and the Escrow Agent were themselves in a direct contractual relationship.

b. In the event that CA shall cease providing maintenance services to its licensees of the Licensed Software during a period in which Client is entitled to receive such maintenance services, CA shall, upon written request from Client and upon payment of all applicable duplication costs and other handling charges, deliver or cause to be delivered to Client a copy of the source code for the Licensed Software.

c. CA shall promptly deliver the source code for the Licensed Software to Client or cause the Escrow Agent to deliver the same to Client, upon the written request of Client at any time following the occurrence of any one of the following events:

- (1) Bankruptcy. The commencement of a proceeding in bankruptcy initiated either by CA or any third party in which CA is the named debtor and such proceeding has not been dismissed within 90 days;
- (2) General Assignment. The making by CA of a general assignment for the benefit of CA's creditors;
- (3) Receiver or Trustee. The appointment of a general receiver or trustee in bankruptcy of CA's business or property; or
- (4) Insolvency. The commencement proceeding by CA under any state insolvency law for the purpose of its bankruptcy, reorganization, or liquidation; or
- (5) CA Default. Failure by CA to provide maintenance and support of one or more of the Licensed Software or CMS constituting a default under the terms of this License Agreement;

d. In the event of delivery to Client of source code hereunder, such source code shall in all respects be and remain subject to all of the terms and conditions of this License Agreement and Client will only use such copy of the source code internally to support the Licensed Software.

e. CA acknowledges that if CA as debtor-in-possession or a trustee in bankruptcy in a case under the United States Bankruptcy Code rejects this Agreement

or any agreement supplementary hereto, Client may elect to retain their rights under the License Agreement, including this section, or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of Client to CA or the Bankruptcy Trustee, CA or such Bankruptcy Trustee shall not interfere with the rights of Client as provided in this License Agreement, including this section, or any agreement supplementary hereto to obtain the source code from Escrow Agent, or to obtain the Source Code directly from the Bankruptcy Trustee and shall, if requested, cause a copy of the Source Code to be available to Client.

17. NON-DISCLOSURE OF CLIENT CONFIDENTIAL INFORMATION

a. CA acknowledges that all Client Confidential Information shall at all times remain the property of Client and Client shall have free and unlimited access at all times to all materials containing Client Confidential Information and shall have the right to claim and take possession of such materials on demand.

b. Except as required in CA's duties to Client, CA will not, during the term of this Agreement or thereafter, directly or indirectly use, divulge, disseminate, disclose, lecture upon, or publish any Client Confidential Information without having first obtained written permission from Client to do so.

c. CA will safeguard and maintain secret all Client Confidential Information and all documents and things that include or embody Client Confidential Information.

d. In order to comply with its obligations under this Section, CA shall bind and engage all of its officers, employees, agents, contractors and the like who might reasonably be expected to perform or to assist in the performance of the Services to an agreement having terms the same as or equivalent to the terms of this Section of this Agreement.

e. Upon termination of this Agreement, for whatever reason, or upon request by Client, CA will deliver to Client all notes, drawings, memoranda, correspondence, documents, records, notebooks, printouts, disks, programs, electronic or magnetic storage media, and similar repositories of Client Confidential Information, including all copies thereof, then in CA's possession or under CA's control, whether prepared by CA or by employees or agents of CA.

f. This obligation to safeguard and maintain secret Client Confidential Information shall continue for (i) a period of three (3) years after the earlier of termination of this Agreement or completion of all work and services under all Statements of Work, or (ii) any longer period as required by statute or court rule.

18. NON-DISCLOSURE OF CA CONFIDENTIAL INFORMATION

a. Client acknowledges that all CA Confidential Information shall at all times remain the property of CA, and CA shall have free and unlimited access at all times to all materials containing CA Confidential Information and shall have the right to claim and take possession of such materials on demand.

b. Except as required to assist CA with the provision of the services under this Agreement, Client will not, during the term of this Agreement or thereafter, directly or indirectly use, divulge, disseminate, disclose, lecture upon, or publish any CA Confidential Information without having first obtained written permission from CA to do so.

c. Client will safeguard and maintain secret all CA Confidential Information and all documents and things that include or embody CA Confidential Information.

d. In order to comply with its obligations under this Section, Client shall bind and engage all of its officers, employees, agents, and the like who might reasonably be expected to assist in the provision of the services to an agreement having terms of same as or equivalent to the terms of this Section of this Agreement.

e. Upon termination of this Agreement for whatever reason or upon request by CA, Client will deliver to CA all notes, drawings, memoranda, correspondence, documents, records, notebooks, printouts, disks, programs, electronic or magnetic storage media, and similar repositories of CA Confidential Information, including all copies thereof, then in Client's possession or under Client's control, whether prepared by Client or by employees or agents of Client.

f. This obligation to safeguard and maintain secret CA Confidential Information shall continue for a period of three (3) years after the earlier of termination of this Agreement or completion of all works and services under all Statements of Work.

19. NON-SOLICITATION OF EMPLOYEES

For the duration of this Agreement and for the period of one (1) year following termination hereof, neither party shall, directly or indirectly, recruit or attempt to recruit any employee or agent of the other party or otherwise initiate any offer or promise of employment with any employee or agent of the other party without the prior written consent of the other party. For purposes of this provision, "indirect" employment includes employment by a third party that has a substantial financial relationship with the other party. The foregoing restriction shall not apply with respect to solicitation by, or hiring in response to advertisements in newspapers of general circulation, job fairs or unsolicited resumes or applications for employment. The foregoing restriction shall not apply with respect to solicitation by, or hiring in response to advertisements in

newspapers of general circulation, job fairs or unsolicited resumes or applications for employment.

20. WARRANTY

CA warrants that the Licensed Software does not infringe any patent, copyright, or other intellectual property right of any third party.

CA warrants that the Licensed Software will operate in accordance with its published specifications, provided that CA's only responsibility will be to use reasonable efforts, consistent with industry standards to cure any defect. The foregoing warranty respecting the operation of the Licensed Software will be in effect only during any period for which Client has paid the applicable license fee. If, within a reasonable time after receiving Client's written notice of breach of the above warranties, CA is unable to cause the Licensed Software to operate (a) without infringing a third party's intellectual property rights, or (b) in accordance with CA's written specifications, then either party may terminate this Agreement on written notice to the other party. In the event of such a termination, CA will refund to Client a portion of the license fee paid hereunder, prorated over the number of months in the initial term of this Agreement.

21. WARRANTY AND LIABILITY LIMITATIONS

EXCEPT AS SET FORTH IN THIS AGREEMENT, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY CA. IN NO EVENT WILL CA BE LIABLE TO CLIENT OR ANY OTHER PARTY FOR ANY LOST PROFITS OR CONSEQUENTIAL DAMAGES BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, WHICH MAY ARISE HEREUNDER OR FROM THE USE, OPERATION, OR MODIFICATION OF A DELIVERABLE. THE MAXIMUM LIABILITY OF CA HEREUNDER SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CLIENT UNDER THIS AGREEMENT.

22. INDEMNITY

CA shall defend, indemnify and hold harmless Client from and against all damages to persons or tangible property and any related costs and expenses, including court costs and reasonable attorney fees, caused solely by the negligence of CA and from and against all claims and liability and related costs and expenses, including court costs and reasonable attorney fees, resulting solely from a material breach of this Agreement by CA.

CA shall defend, indemnify, and hold harmless Client against any claim of a third person for infringement of patents, copyrights, trade secrets or trademarks by any Licensed Software and delivered to Client under this Agreement or Licensed Software: provided, however, that the foregoing undertaking of CA shall not apply unless CA has been informed as soon as practicable by Client of the charge or suit alleging such

infringement and shall have been given the opportunity to take over the defense thereof. In the event of any claim of a third person for infringement by Licensed Software under this Agreement, CA may, at its own expense, and at its option either:

- (1) procure for Client the right to continue using the Licensed Software; or
- (2) replace the Licensed Software with a non-infringing counterpart; or
- (3) modify the Licensed Software so that it is non-infringing.
- (4) if none of the foregoing remedies are commercially feasible, terminate this Agreement upon written notice to Client and refund to Client the fees paid by Client to CA for such Licensed Software. Upon termination, Client shall comply with its obligations under Section 11(b) and no refund shall be paid until Client has complied with Section 11(b).

23. MULTI-TERM FUNDING CANCELLATION CLAUSE

When Client makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, the Contract shall be canceled. A determination by the Client that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. Client agrees that such clause shall be invoked only if sufficient funds are not made available and that Licensee will use its best efforts to insure that sufficient funding is made available to permit performance of this Contract for its full Term. Client represents that it is a government agency or instrumentality, and that Licensee has obtained all requisite approvals and authority to enter into and perform its obligations hereunder, including, without limitation, the obligation to make the initial payment or payments required to be made hereunder on the date or dates upon which such initial payment or payments may become due during Client's current fiscal year.

24. BREACH BY CLIENT

If Client breaches any term of this Agreement or any Order Form or fails to pay when due any valid invoice rendered by CA, or if the Client becomes insolvent or if bankruptcy or receivership proceedings are initiated by or against Client, CA shall have the right to terminate this Agreement on thirty (30) days written notice to Client if such breach has not been cured within such period and, in addition to all other rights of CA, all amounts which would have become due and payable under this Agreement and any Order Form will immediately become due and payable to CA. Any invoice which is unpaid by Client when due shall be subject to an interest charge equal to the highest applicable legal rate.

25. BREACH BY CA

If at any time during the term of this Agreement, CA breaches a material provision of this License or if CA becomes insolvent or if bankruptcy or receivership

proceedings are initiated by or against CA, Client has the option to terminate this Agreement on thirty (30) days written notice to CA if such breach has not been cured within such period.

26. PRESS RELEASE

Client agrees to a joint press release with CA, in form and substance approved by both parties, stating the reasons that Client entered into the Agreement. In addition, Client shall reference its use of the Licensed Software in such press release.

27. AUTHORITY TO BIND THE PARTIES

Notwithstanding anything in the Agreement to the contrary, the signatory for each party represents that he or she has been duly authorized to execute contracts on behalf of such party and has obtained all necessary or applicable approval from such party to make this Agreement fully binding when his or her signature is affixed, and is not subject to further acceptance hereto.

28. INDEPENDENT CONTRACTORS

Both parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the agents, employees or sub-contractors of the other party. Nothing in this Agreement is intended to establish a partnership, joint venture, or agency relationship between the parties.

29. NONDISCRIMINATION

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, CA and its agents, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, sex, disability, national origin, ancestry or status as a veteran. CA understands that Client is a recipient of federal funds. Pursuant to that understanding CA, and its sub-contractors, if any, agree that if CA employs 50 or more employees and does at least \$50,000.00 worth of business with the State of Indiana and is not exempt, CA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. Breach of this covenant may be regarded as a material breach of Agreement. The State of Indiana shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference.

30. TAXES

The Client does not agree to pay and will not be responsible for any taxes levied as a result of this Agreement. The invoices submitted for payment shall not include any taxes. The Client shall, upon request, furnish a copy of a tax exemption certificate.

31. FORCE MAJEURE

Neither party shall be responsible for any failure to comply with, or for any delay in performance of, the terms of this Agreement, including, but not limited to, delays in completion of the services, where such failure or delay is directly or indirectly caused by or results from events of force majeure beyond the reasonable control of such party.

32. WAIVER

No provision of this Agreement shall be deemed waived, unless such waiver shall be in writing and signed by the party against which the waiver is sought to be enforced. The waiver by either of the parties hereto of any breach of any provision hereof by the other party shall not be construed to be either a waiver of any succeeding breach of any such provision or a waiver of the provision itself.

33. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, or any other writings or communications with respect to such subject matter and takes precedent over any and all terms contained in any purchase orders which may have been previously or may be subsequently issued by Client related to the subject matter of this Agreement. The terms of this Agreement shall not supercede the terms of the Professional Services Agreement executed between the parties effective as of the same date of this Agreement.

34. COMPLIANCE WITH LAWS

CA and Client agree to comply with all applicable federal, state and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein and are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by Client and CA to determine whether the provisions of the Agreement require formal modification.

35. GOVERNING LAWS

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

36. MAINTAINING A DRUG-FREE WORKPLACE

CA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Agreement payments, termination of the Agreement or agreement and/or debarment of contracting opportunities with CA for up to three (3) years.

In addition to the provisions of the above paragraphs, because the total Agreement amount set forth in this Agreement is in excess of \$25,000.00, CA hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration requires the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by CA and made a part of the Agreement.

CA certifies and agrees that it will provide a drug-free workplace by:

a. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in CA's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

b. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) CA's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.

c. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify CA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

d. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;

e. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

f. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

37. NOTICE TO PARTIES

Whenever any notice, statement or other communication shall be sent to Client or CA, it shall be sent to the following address, unless otherwise specifically advised.

a. Notices to the Client shall be sent to:

Kurt Snyder, Director and Counsel of Trial Court Technology
Division of State Court Administration
115 West Washington Street, Suite 1080
Indianapolis, IN 46204

With a copy to:

Lilia Judson, Executive Director
Division of State Court Administration
115 West Washington Street, Suite 1080
Indianapolis, IN 46204

b. Notices to the CA shall be sent to:

Attn: Legal Department
Computer Associates International, Inc.
One Computer Associates Plaza
Islandia, NY 11749

c. Payments to the CA / Grantee shall be sent to:

Computer Associates International, Inc.
PO Box 360355
Pittsburgh, PA 15251-6355

38. DISPUTE RESOLUTION

Any dispute relating to this Agreement, including but not limited to a contention that any party is alleged to have breached any term of this Agreement, the expedited procedures of this Section shall apply to permit the prompt and full review, cure and remedy of any such non-performance. Upon receipt of the written statement of the complaining party, the non-performing party shall take all such action as may be required to cure and remedy the alleged default within fifteen (15) days. If the non-performing party disagrees that there is a breach, the matter will be submitted to rapid resolution mechanism as provided herein. If that mechanism establishes that either party did breach this Agreement, it will then have the cure period provided above. This Agreement will remain in effect pending such resolution and cure. Notwithstanding the cure period or referral for rapid resolution, either party may resort to injunctive relief in any court of competent jurisdiction within the State of Indiana for any violations of the confidentiality obligations contained herein, provided that any injunction shall not prohibit the enjoined party from actions otherwise permitted by this Agreement.

If the regularly designated representatives of the parties charged with the relationship management and administration of this Agreement shall be unable to resolve the dispute within twenty (20) days of the date on which it first arises, upon the written request of any party hereto, the Chief Information Officers (or equivalent officers) of the parties shall promptly confer in good faith to resolve the dispute. If the dispute remains unresolved at the end of that twenty (20) day period, upon the written request of any party, the President or Chief Executive Officer (or equivalent officers) of the parties shall promptly confer within the next twenty (20) days in good faith to resolve the dispute.

If the foregoing fails to resolve the dispute, the parties to the dispute may refer the dispute to non-binding mediation pursuant to the rules of JAMS/Endispute or binding arbitration before The American Arbitration Association, as the parties may mutually agree to be appropriate for the dispute. Any such proceeding shall take place in Indianapolis, Indiana, and each party shall bear its own expenses in any such proceeding.

If the dispute remains unresolved, it may be submitted by any party to the United States District Court of the District of Indiana, and, in the event such Court declines to assert jurisdiction for any reason, to the courts of competent jurisdiction of the State of Indiana, it being expressly understood that each of the parties waives its right to request the recusal of any judge on the basis of the identity of Licensee as a State entity or its personnel as judicial officers.

During the pendency of the resolution of any dispute, the parties shall continue to perform all of their respective obligations hereunder.

39. NON-COLLUSION STATEMENT

This is to certify that the signatory for CA, being duly affirmed under oath says, that he or she is the agent of the contracting party; that he or she has not, nor has any other employee of the company represented by him or her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of the Agreement other than that which appears upon the face of the Agreement.

40. MODIFICATIONS

The terms of this License Agreement may be modified only by subsequent written agreement between CA and Client or an amended supplement signed by both CA and Client.

41. ASSIGNMENT

Neither this Agreement, nor any obligations under it, may be assigned or delegated by either party without the prior written consent of the other party, except that Client may assign this Agreement to any other State of Indiana government entity or local government entity within the State of Indiana and CA may assign this Agreement to its majority owned subsidiary which is financially and technically capable of performing all assigned and assumed obligations hereunder or to a successor entity to which substantially all of the CA's business has been transferred, provided that the assigning party is not then in default of its obligations hereunder, the scope of usage of any license is not expanded thereby and such successor assumes all obligations hereunder and is financially and technically capable of performing the same.

IN WITNESS WHEREOF, CA and Client have executed this Agreement.

Computer Associates International, Inc.
(CA)

Indiana Supreme Court
Division of State Court Administration
(Client)

Signed

Signed

Printed

Lilia G. Judson
Executive Director, Division of State
Court Administration

Title

Dated

June 28, 2002
Dated

Schedule 1

LICENSED SOFTWARE

Licensed Software	Licensed MIPS Capacity	Manufacturer	Serial Number	Model	Operating System
EDBC Base	650	IBM		Sysplex 9672 R56	MVS
EDBC IMS Option	650	IBM		Sysplex 9672 R56	MVS

Documentation: User Manual

Client Site:
State of Indiana
Indiana Government Center Complex
100 N. Senate Avenue
Indianapolis, IN 46204

Schedule 2

LICENSED SOFTWARE

Licensed Software And Schedule 2 Authorized Use	Manufacturer CPU or Server	Model	Operating System
CCC/Harvest w/Openmake 5 users	Compaq	Proliant DL320 6/1000	WinNT/2000
CleverPath Enterprise Content Management 1 (Tier 3 Server)	Compaq	Proliant 5000 5/200	Win2000
DecisionBase + PR/OEE 1 (Tier 4 Server)	Compaq	Proliant 8500 6/550	WinNT
CleverPath Reporter Server 1 (Tier 4 Server)	Compaq	Proliant 8500 6/550	WinNT
CleverPath Reporter Developer Client 10 users	Compaq	Proliant DL320 6/1000	WinNT/2000
Erwin 3 Users	Compaq	Proliant DL320 6/1000	Win2000
Jasmine Host Integration Suite 1 (Tier 4 Server)	Compaq	Proliant 8500 6/550	WinNT/2000
Unicenter 3.0 Network Systems Management 3 (Tier 4 Server)	Compaq	Proliant 8500 6/550 5/200	Win2000
Unicenter 3.0 Network Systems Management 2 (Tier 4 Servers)	Sun	Ultra Enterprise 3500	Solaris
Unicenter 3.0 Network Systems Management 2 (Tier 3 Server)	Compaq	Proliant 5000 5/200	Win2000
Unicenter 3.0 Network Systems Management 1 (Tier 2 Server)	Sun	Ultra Enterprise 2 Model 2400	Solaris
Unicenter Network Systems Management Database Performance Monitoring Option 2 (Tier 4 Server)	Sun	Ultra Enterprise 3500	Solaris
Unicenter Network Systems Management Database Performance Monitoring Option 2 (Tier 4 Server)	Compaq	Proliant 8500/550	Win2000
Unicenter Network Systems Management Database Performance Monitoring Option 1 (Tier 3 Server)	Compaq	Proliant 5000 5/200	Win2000
Unicenter Network Systems Management Database Performance Monitoring Option 1 (Tier 2 Server)	Sun	Ultra Enterprise 2 Model 2400	Solaris

Documentation: User Manual

Client Site:
Indiana Supreme Court
Division of State Court Administration
115 West Washington Street, Suite 1080
Indianapolis, Indiana 46204

Schedule 3

LICENSED SOFTWARE

Licensed Software	Manufacturer CPU or Server	Model	Operating System
Criminal Justice, Case Management System, Server Tier 3 Server	Sun	Ultra Enterprise 4500	Solaris
Criminal Justice, Case Management System, Client (Tier 1 client)	Compaq	Proliant DL320 6/1000	Win2000

Documentation: User Manual, Source Code, Database Structure Model

Client Site:
Indiana Supreme Court
Division of State Court Administration
115 West Washington Street, Suite 1080
Indianapolis, Indiana 46204

Schedule 4

MAINTENANCE SUPPORT LEVELS

Maintenance and Support. If Client is in compliance with the terms and conditions of the License Agreement and current with the payment of the applicable fees set forth herein and any subsequent amendment to this License, CA shall provide Client with maintenance for the Licensed Software set forth in Schedules 1, 2 and 3.

Maintenance includes Updates, new generations and new releases of the Licensed Software set forth in Schedules 1, 2 and 3 which are generally provided by CA at no charge to its other Clients who are current in payment of all applicable license and maintenance fees. Maintenance shall include the detection and correction of any Licensed Software set forth in Schedules 1 and 2 errors which cause the Licensed Software to fail to operate according to its published specifications. CA shall respond to Client's requests for corrections of any defects or malfunctions in the Licensed Software set forth in Schedules 1, 2 and 3 in accordance with the following terms:

Severity Level 1 – Should be for the most urgent situations, when Client's production system is down and Client is unable to use the Licensed Software set forth in Schedules 1, 2 and 3. CA's technical support staff will, if possible, accept Client's call for assistance at the time Client places the initial call; however if such staff is not immediately available, Client's call will be returned within one (1) hour. CA will follow up with Client and will continue to work with Client to provide Client with a resolution or a temporary workaround. Client must also be available 24 hours a day so that any further documentation required by CA to continue work may be obtained from Client. Should Client's representative not be available to provide CA with any required documentation, information or assistance, the Severity Level for the support issue will be downgraded to a Severity Level 2, and shall remain downgraded until CA is provided all required documentation, information and assistance. CA shall use its diligent efforts to resolve Severity Level 1 problems as quickly as possible.

Severity Level 2. A critical software system has significant outages and/or failure precluding its successful operation, and possibly endangering the Client's environment. The Licensed Software set forth in Schedules 1, 2 and 3 may operate but is severely restricted (for example, a frequently used subcommand gives an incorrect response).

Severity 3. A minor problem exists with the Licensed Software set forth in Schedules 1, 2 and 3 but the majority of the functions are still usable and some circumvention may be required to provide service (for example, an infrequently used subcommand gives an incorrect response).

Severity 4. A very minor problem or question that does not affect the Licensed Software's function (for example, the text of a message is worded poorly or misspelled).

All issues categorized as Severity Levels 2, 3 or 4 will be addressed by CA in priority sequence by Severity Level during CA's normal business hours. Within each Severity Level, the calls will be answered or returned in the order in which they were received by CA, with the goal of answering all calls within one business day.

The Severity Level of any issue may be changed at any time by Client by calling CA's 24 hour hotline and specifying a new Severity Level. For example, if a problem previously classified as a Severity Level 2 requires a more urgent response, Client may, in its sole discretion, reclassify same as a Severity Level 1, and Severity Level 1 procedures (as described above) will then apply.

SCHEDULE 5

FACILITIES MANAGEMENT

SUPPLEMENTAL AGREEMENT

AMONG

COMPUTER ASSOCIATES INTERNATIONAL, INC. ("CA")

AND

_____ ("LICENSEE")

AND

_____ ("FM")

This Supplemental Agreement amends and supplements the provisions of the license(s) granted by CA to Licensee for the Licensed Program(s) identified in the attached Order Form, as follows:

1. Licensee and FM represent to CA that they are (or are about to become) parties to a bona fide Facilities Management Agreement under which FM has undertaken (or will undertake) the operation of the Licensed Program(s) on behalf of Licensee. FM agrees to comply with the applicable license(s), including provisions relating to confidentiality, non-disclosure and use restrictions, and to operate the Licensed Program(s) only at the authorized installation site location (the "Installation") solely, on a dedicated basis, to process the data of Licensee. In no event will any Licensed Program be utilized, directly or indirectly, to process the data of FM or of any person other than Licensee. If any applicable license authorizes Licensee to have access to the source code for any Licensed Program, this Supplemental Agreement shall not permit FM to have access to such source code without CA's prior written consent.
2. Unless otherwise specified on Schedule A hereto, Licensee and FM represent to CA that, to the best of their knowledge, no CA software product other than as identified in the attached Order Form will be used by FM to process any data of Licensee. No such use will be made by FM unless, subject to CA's acceptance, Licensee or FM obtains license(s) from CA expressly permitting such other use, except that, if applicable and specified on Schedule A, FM may use other products licensed by CA to FM in accordance with the terms and conditions of the applicable license(s).
3. If Licensee ceases data processing operations by FM at the Installation and desires to relocate the Licensed Program(s) to Licensee's own installation site location for its own operation on its own CPU(s), such relocation of the Licensed Program(s) may be effected without a relocation charge, provided all license fees ("LF"), Usage and Maintenance Fees ("UMF"), maintenance fees ("MF"), CPU upgrade fees and all other applicable fees then due have been paid by Licensee. Licensee shall

give CA advance written notice identifying the new location and CPU(s). Within 30 days after completion of the relocation, Licensee and FM shall confirm to CA in writing that all copies of the Licensed Program(s) and all related documentation have been delivered by FM to Licensee and are no longer in use by FM or present at the original Installation. In no event shall processing occur at both locations simultaneously in excess of 30 days.

4. If the Facilities Management Agreement between Licensee and FM should terminate for any reason and Licensee does not relocate the Licensed Program(s) to its own site or if full and timely payment shall not have been made of the LF, UMF, MF, CPU upgrade or other applicable fees for each Licensed Program during the term of this Supplemental Agreement, this Supplemental Agreement and the applicable license(s) shall immediately terminate and both Licensee and FM shall return to CA all copies of the Licensed Program(s) and all related documentation, along with their certifications of compliance herewith. Following such termination, Licensee and FM shall continue to be bound and abide by the provisions of the applicable license(s) and the provisions of this Supplemental Agreement relating to confidentiality, non-disclosure and use restrictions, Licensee shall continue to be bound by all financial obligations which would have become due and payable under the license, and CA's rights and remedies shall survive such termination.
5. If Licensee or FM shall request that CA direct to FM any invoice for payment or if payment is made by FM, such actions shall be for administrative convenience only and shall not confer any additional rights in FM or modify any obligation of Licensee.
6. Licensee and FM each agree to keep and maintain installation and usage records (including systems management facility ["SMF"] records) relating to the Licensed Program(s) and to furnish to CA copies of such records and access to their respective facilities as CA may request from time to time in order to verify compliance with the provisions hereof.
7. If Licensee hereafter licenses additional CA software products for use at the Installation during the period this Supplemental Agreement remains in effect, the provisions hereof shall apply to such additional products upon the written confirmation of Licensee, FM and CA.
8. If any provisions of any license shall be inconsistent or conflict with the provisions hereof, this Supplemental Agreement shall govern and prevail.
9. Neither Licensee nor FM may assign or otherwise transfer this Supplemental Agreement or any right or obligation hereunder without the prior written consent of CA.
10. The Effective Date of this Supplemental Agreement is _____.

LICENSEE:

By: _____
Authorized Signature

Name

Title

FM:

By: _____
Authorized Signature

Name

Title

Date

Date

**COMPUTER ASSOCIATES
INTERNATIONAL, INC.**

By: _____
Authorized Signature

Name

Title

Date

SCHEDULE A

- I The CA Licensed Programs specified on the attached Order Form will be operated by FM for the benefit of Licensee only at Installation of FM____ or Licensee____ **[check one only]** as identified in the Order Form.

NOTE: COMPLETE INFORMATION IN II, III AND IV ONLY IF APPLICABLE. IF NOT, "NONE" IS THE PROPER RESPONSE.

- II CA Software (other than as shown on the attached Order Form) which was utilized by FM for the benefit of Licensee before Effective Date:

<u>PRODUCT</u>	<u>LICENSE NO.</u>	<u>USAGE DATES</u>	<u>LOCATION</u>	<u>CPU MODEL & SERIAL NO.</u>
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- III CA Software (other than as shown on the attached Order Form) under license granted to FM which is to be operated by FM for benefit of Licensee after Effective Date:

<u>PRODUCT</u>	<u>LICENSE NO.</u>	<u>LOCATION</u>	<u>CPU MODEL & SERIAL NO.</u>
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- IV CA Software (other than as shown on the attached Order Form) under license granted to Licensee which licenses are hereby terminated as of Effective Date, and as to which Licensee certifies that such CA software is no longer in use, has been deleted from all computer equipment and storage devices and, along with all related product documentation, has been either returned to CA or completely destroyed:

<u>PRODUCT</u>	<u>ORIGINAL LICENSE NO.</u>
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SCHEDULE 6

June 28, 2002

Lilia Judson, Executive Director
Division of State Court Administration
Indiana Supreme Court
115 West Washington Street, Suite 1080
Indianapolis, IN 46204

Kurt Snyder, Director and Counsel of Trial Court Technology
Division of State Court Administration
Indiana Supreme Court
115 West Washington Street, Suite 1080
Indianapolis, IN 46204

Dear Ms. Judson and Mr. Snyder:

We understand that The State of Indiana is becoming the licensee of certain Computer Associates International, Inc. software products in accordance with the license agreement, dated June 28, 2002, and we wish to confirm that Mendelsohn, Kary, Bell & Natoli, P.C. is the source code escrow agent for all of CA's software programs and we hold such source code, including the programs listed on the attached schedule.

We have received a copy of Section 16 of the license agreement which describes certain conditions under which source code is authorized to be released to you. We agree to such provisions to the extent they relate to our obligations and agree to fulfill all such obligations.

We also acknowledge that if, for any reason, under the Bankruptcy Code or any other law, this letter is not considered to be incorporated by reference into the license agreement, then this letter is an "agreement supplementary to" the license agreement as provided in Section 365(n) of the Bankruptcy Code, and the rights described in Section 16 remain available to you.

We trust this letter will be helpful to you.

Very truly yours,

LICENSED SOFTWARE

Case Management System

Case Management System, Client

EDBC Base

EDBC IMS Option

CCC/Harvest w/Openmake

CleverPath Enterprise Content Management

DecisionBase Transformer

CleverPath Reporter Server

CleverPath Reporter Developer

Erwin

Jasmine Host Integration Server

Unicenter 3.0 Network Systems Management

Unicenter 3.0 Network Systems Management

Unicenter 3.0 Network Systems Management

Unicenter 3.0 Network Systems Management

Unicenter Network Systems Management Database Performance Monitoring Option

Unicenter Network Systems Management Database Performance Monitoring Option

Unicenter Network Systems Management Database Performance Monitoring Option

Unicenter Network Systems Management Database Performance Monitoring Option

16. Source Code Escrow

- a. CA represents that it has deposited a copy of the source code of the Licensed Software with Mendelsohn, Kary, Bell & Natoli, 1633 Broadway, New York, NY 10019. Such source code deposit will be updated by CA with each new release of the Licensed Software. Such copies of the source code will be held in escrow and in the event of a final adjudication of CA as bankrupt, Client will upon payment of the duplication cost and other handling charges of the escrow agent, be entitled to obtain a copy of such source code from the escrow agent. The escrow agent's only responsibility will be to use its good faith efforts to cause a copy of the source code, in the form as delivered by CA to be delivered to Client at the appropriate time. At Client's requests from time to time during the term hereof, CA shall cause the Escrow Agent to deliver to Client its letter acknowledging that it has received a copy of the foregoing provisions, confirming that it continues to hold source code for the Licensed Software hereunder and agreeing that such letter shall constitute an agreement supplemental hereto and that Client shall be entitled to enforce its rights hereunder as if Client and the Escrow Agent were themselves in a direct contractual relationship.
- b. In the event that CA shall cease providing maintenance services to its licensees of the Licensed Software during a period in which Client is entitled to receive such maintenance services, CA shall, upon written request from Client and upon payment of all applicable duplication costs and other handling charges, deliver or cause to be delivered to Client a copy of the source code for the Licensed Software.
- c. CA shall promptly deliver the source code for the Licensed Software to Client or cause the Escrow Agent to deliver the same to Client, upon the written request of Client at any time following the occurrence of any one of the following events:
 1. Bankruptcy. The commencement of a proceeding in bankruptcy initiated either by CA or any third party in which CA is the named debtor and such proceeding has not been dismissed within 90 days;
 2. General Assignment. The making by CA of a general assignment for the benefit of CA's creditors;
 3. Receiver or Trustee. The appointment of a general receiver or trustee in bankruptcy of CA's business or property; or
 4. Insolvency. The commencement proceeding by CA under any state insolvency law for the purpose of its bankruptcy, reorganization, or liquidation; or

5. CA Default. Failure by CA to provide maintenance and support of one or more of the Licensed Software or CMS constituting a default under the terms of this License Agreement;
- d. In the event of delivery to Client of source code hereunder, such source code shall in all respects be and remain subject to all of the terms and conditions of this License Agreement and Client will only use such copy of the source code internally to support the Licensed Software.
- e. CA acknowledges that if CA as debtor-in-possession or a trustee in bankruptcy in a case under the United States Bankruptcy Code rejects this Agreement or any agreement supplementary hereto, Client may elect to retain their rights under the License Agreement, including this section, or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of Client to CA or the Bankruptcy Trustee, CA or such Bankruptcy Trustee shall not interfere with the rights of Client as provided in this License Agreement, including this section, or any agreement supplementary hereto to obtain the source code from Escrow Agent, or to obtain the Source Code directly from the Bankruptcy Trustee and shall, if requested, cause a copy of the Source Code to be available to Client.